

**FILED** KHN  
 MAR 31 2008  
 3-31-2008  
 MICHAEL W. DOBBINS  
 CLERK, U.S. DISTRICT COURT

**UNITED STATES DISTRICT COURT  
 FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**  
 Evert McKinley Dirksen Building,  
 219 South Dearborn Street, 20<sup>th</sup> floor, Chicago, Illinois 60604

In the matter of	/	
VIOLET A. HOOGHKIRK,	/	
Plaintiff in Error	/	<b>Case No. 07C6975</b>
Vs.	/	
ABN AMRO MORRGAGE GROUP INC., et al	/	Judge Suzanne B. Conlon
Defendant(s) in Error,	/	
	/	Magistrate Judge Ashman
<b><u>Presented under special appearance by:</u></b>	/	
Violet A. Hooghkirk, Sovereign,	/	
Secured, Aggrieved, Injured Party	/	
Petitioner.	/	

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**MOTION TO RE-OPEN CASE NO. 07C6975**  
**AND ANSWER CONSTITUTIONAL VIOLATION QUESTIONS**  
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**Presented by Violet Alberta Hooghkirk, Sovereign and Secured Aggrieved Party, Injured Party in Fact – Speaking on behalf of myself and Plaintiff-in-Error.**

COMES NOW, Violet Alberta Hooghkirk, as aggrieved party in this matter, respectfully requesting this honorable Court to re-open Case No. 07 C 6975; same having been dismissed without prejudice on 2/29/2008 by Judge Suzanne B. Conlon with suggestion that I seek advice about redrafting to state a basis for federal jurisdiction through the District Court self-help assistance program, which I did at a mutually agreeable meeting time Monday, 3/17/2007. Based upon suggested research, I present the following and trust it will meet the criterion needed to establish federal jurisdiction in this matter.

**REQUEST FOR THE COURT TO ALLOW A LOWER STANDARD**

1. Not being schooled in law, attention of this Court is brought to the enunciation of principles as stated in *Haines v. Kerner*, 404 U.S. 519, wherein that Court has directed that pleadings and/or complaints of those who are unschooled in law shall have the court look to the substance of the pleadings rather than the form; and request that this Court would interpret my papers fairly and in light of strict constitutional standards, forgiving any "inartful pleading, " and not holding me to the same standard as a practicing attorney. See *Balistrari v. Pacifica Police Department*, 901 F.2d 696, 699; *Ferdik v. Bonzelet*, 963 F.2d 1258, 1260; *Spannaus v. Federal Election Commission* 990 F.2d 643, 645; *Securities & Exchange Commission v. Elliott*, 953 F.2d 1560, 1582; *Boag v. McDougall*, 454 U.S. 364, 365, 70 L.Ed 2d 447, 99 S.Ct 1800.

**JURISDICTION**

2. Jurisdiction of this District Court of the United States is invoked under 28 U.S.C. § 1331 and 28 U.S.C. § 1343(a)(4) and Amendments 4, 5, and 13, for determination of questions of law regarding violations of my unalienable rights secured by the Constitution for the United States of America (hereinafter U.S. Constitution) resulting in violations of constraints enunciated in the U.S. Constitution, its amendments, and laws enacted thereunder and compliant thereto.

**ISSUES AND QUESTIONS OF LAW  
TO BE ADDRESSED AND ADJUDICATED**

3. This Honorable Court is asked to rule as to matters of substance and constitutional violations which I believe negate the validity ab initio of the alleged sale of property commonly known as 772 Barnaby Place, Unit 94A, Wheeling, IL 60090 (hereinafter "the property") to CHICAGO TITLE & TRUST on 04/3/2007 and all actions prior to and subsequent to said alleged sale; namely:

(A) Is it not true that the U.S. Constitution only provides authority to the United States Government to coin money, regulate the value thereof [Article I, Sec. 8, Cl. 5], and that the constitutional mandate that States cannot make any thing but gold and silver coin a tender in payment of debts [Article I, Sec. 10, Cl.1] applies also the U.S. Government? This being true, how can the notes printed by the FEDERAL RESERVE (i.e., Federal Reserve Notes, paper currency, hereinafter FRNs), which fall under the term "obligation or other security of the United States" [18 U.S.C. § 8] have any intrinsic value especially after they were no longer backed by gold and silver?

(B) Isn't it true that the FEDERAL RESERVE is a private entity that was given permission in 1913 by enactment of Congress to print currency (FRNs), and that the United States Government purchases same from the FEDERAL RESERVE with bonds, or some other form of security, backed by the faith and credit of the United States? Where in the U.S. Constitution is there any provision authorizing such legislation?

(C) Is it not true that the consideration provided by commercial entities in the credit business (e.g., mortgage companies, banks, and the like, incorporated under the Laws of the United States or perhaps State laws — hereinafter collectively referred to as BANKS), in combination with a FEDERAL RESERVE BANK, is a line of credit (hereinafter referred to as credit units; which are denominated as if dollars) created by bookkeeping entries and has no intrinsic value as money authorized by the U.S. Constitution?

(D) Is it not true that the credit line available to BANKS is based upon the sum of FRNs deposited into a bank by human beings multiplied many times over?

(E) Is it not true that by House Joint Resolution #192 [enacted June 5, 1933, 73<sup>rd</sup> Cong. 1<sup>st</sup> Sess.] “Every obligation, ... shall be discharged upon payment, dollar for dollar”, thus the credit units extended by BANKS are discharged when the same sum of FRNs as the credit units has been tendered to BANKS?

(F) While FRNs have no intrinsic value in and of themselves, is it not true when exchanged for one's labor FRNs must be considered to be equal in value to money as labor has value and is directly or indirectly the foundation for everyone's property, and the ownership of property is among the unalienable rights of We the People for which governments are under a duty to strictly protected against infringement by anyone (which would include BANKS)?

(G) Is it not true that governments were instituted by We the People with purpose that they serve to protect our rights and liberty from being violated by anyone, and that commercial trickery through false pretenses results in honest services fraud where the BANKS use a promissory note as a means to extract more than the dollar for dollar called for by HJR 192 in the discharge of the BANKS credit units?

(H) Is it not true that any exaction by the BANKS from human beings that is over and above the consideration extended as credit units has the result to compel such human being to labor for others against their will (a condition of involuntary servitude—forbidden by the Thirteenth Amendment to the U.S. Constitution—called “peonage” addressed in 42 U.S.C. § 1994 and 18 U.S.C. § 1581)?

(I) Is it not true that courts are under a duty to eradicate all forms of involuntary servitude when the matter is brought to the court’s attention?

(J) Is it not true that due process of law requires full disclosure and that the true nature of the FRNs and the banking/credit industry has not been disclosed to We the People, causing violation of the Fourth and Fifth Amendments to the U.S. Constitution?

**MEMORANDUM IN SUPPORT TO RE-OPENING CASE**

4. Copy of my affidavit (pages 3-13 of my Motion for Vacation of Judgment with Verified Revision to Original Complaint) is attached and made an integral part of this Motion to Re-open Case No. 07C6975. CHICAGO TITLE is to be

deemed included in my attached affidavit though not party to this matter at that time.

### CONCLUSION

5. The matters of law and constitutional violations presented herein show serious infringement and infringement to the unalienable Rights of We the People to Life, Liberty and the pursuit of Happiness guaranteed by the U.S. Constitution are being accomplished through misrepresentation and deception perpetrated under color of law or color of official right.

**"The primary function of government '...is to render security to its subjects. And any mischief menacing that security demands a remedy commensurate with the evil.'**

**"Quoted from State v. Gaynor, 119 N.J.L. 582; 198 A. 837, used by Lanzetta v. New Jersey, 306 U.S. 451, 455-456 (1938)**

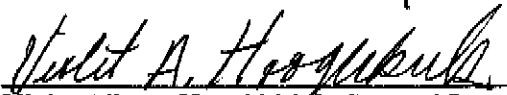
**In tune with what John Locke (1632-1704) said was the only purpose of establishing governments: 'If a man in the state of Nature is so free, as has been said; if he be absolute Lord of his own Person and Possessions, equal to the greatest and subject to no Body, why will he part with his Freedom? Why will he give up his Empire, and subject himself to the Dominion the Control of any other Power? To which 'tis obvious to answer, that though in the state of Nature he hath such a Right, yet the Enjoyment of it is very uncertain, and constantly exposed to the Invasion of others.... The great and chief end therefore, of men's uniting into Commonwealths, and putting themselves under Government, is the preservation of their property.' "**

**Lanzetta v. New Jersey, 306 U.S. 451 (1938) [emphasis added]**

WHEREFORE this honorable Court is asked recognize it is not being asked to address the matters in the State Court action, as originally misconstrued, but to address the serious questions of constitutional and law violations presented herein. Only by having this federal court render a comprehensive answer thereto


will I be able to properly address matters related the property commonly known as 772 Barnaby Place in Wheeling, Illinois, through appropriate action.

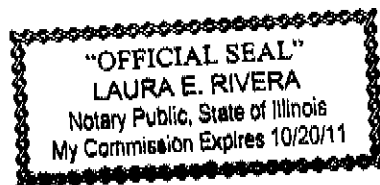
Respectfully submitted, with reservation of all rights, By the Seal of,

  
Violet Alberta Hooghkirk, Secured Party  
C/o 772 Barnaby Place  
Wheeling, Illinois [60090]  
Ph: 847-215-5244

#### ACKNOWLEDGMENT

SUBSCRIBED TO AND CERTIFIED that before me, a Notary, this 31<sup>st</sup> day of March, A.D. 2008, Violet Alberta Hooghkirk, personally appeared and is known to me to be the woman whose name is subscribed to the within verified instrument and acknowledged to be the same.

  
Notary Public in and for said State.  
My Commission expires 10-20-11  
SEAL:



Attached: Copy of my affidavit — pages 3-13 of my Motion for Vacation of Judgment with Verified Revision to Original Complaint

**CERTIFICATE OF SERVICE**

I hereby certify that on the \_\_\_\_\_ day of March, 2008 A.D., an exact copy of this  
MOTION TO RE-OPEN CASE NO. 07C6975 AND ANSWER  
CONSTITUTIONAL VIOLATION & OTHER ISSUES PRESENTED was  
served upon the following by first class mail addressed as follows:

ABN AMRO MORTGAGE GROUP INC. et al,  
Tom Goldstein - President/Chief Financial Officer  
C/o CODILIS & ASSOCIATES, P.C.  
7159 Corkland Drive  
Jacksonville, Florida 32258

CHICAGO TITLE & TRUST CO,  
as successor Trustee to La Salle Bank Land Trust #130966  
613 N. Main Street  
Mt. Prospect, IL 60056

Raymond R. Quirk, President & Registered Agent  
CHICAGO TITLE & TRUST CO,  
601 Riverside Avenue  
Jacksonville, FL 32204

Sheriff Thomas J. Dart,  
Cook County Sheriff Civil Division  
Richard J. Daley Center  
50 West Washington, Street, Room 701  
Chicago, Illinois 60602



under this subdivision (b) does not affect the finality of a judgment or suspend its operation. **This rules does not limit the power of the court to entertain an independent action to relieve a party from a judgment, order, or proceeding, or to grant relief to a defendant not actually personally notified as provided in Title 28, U.S.C., § 1655, or to set aside a judgment for fraud upon the court. Writs of coram nobis, coram vobis, audita querela, and bills of review and bills in the nature of a bill of review, are abolished, and the procedure for obtaining any relief from a judgment shall be by motion as prescribed in these rules or by an independent action.**

This appears to be the rule whereby this Court can reverse the "Judgment In a Civil Case" issued by the Clerk of Court and address the merits of the matters presented by the Undersigned.

Illinois state     )  
                              ) ss     **Declaration/Affidavit by Violet Alberta Hooghkirk**  
Cook county     )

I, Violet Alberta Hooghkirk, a human being over the age of majority and of sound mind, whose name is only properly spelled in upper and lower case letters, suo nominee and sui juris, again declaring my Sovereignty as originally intended for the People on this great Land, hereby provide my testimony in this matter by saying the following under penalties of perjury under the laws of the united States of America, and ask that the Court look to the substance of the matters presented, excusing any deficiencies in form as I am not a human being with schooling in court process or law.

1. My VERIFIED COMPLAINT FOR VIOLATION OF IMPAIRMENT OF CONTRACTS BY DEFAULT, ASSENT AND TACIT PROCURATION AGREEMENT, AND VIOLATION OF CONSTITUTIONAL MANDATES AND UNALIENABLE RIGHTS filed on December 12, 2007 to initiate this Court's Case No. 07C6975 (hereinafter "ORIGINAL COMPLAINT), is revised by adding thereto matters mistakenly omitted which go to constitutional violations and violation of my substantive rights not to be subjected to commercial tricks resulting in intended seizure of my property (abode, income and otherwise) which I believe are cognizable in a district court of the United States under Article III of the Constitution for the united States of America and/or under admiralty by authority of:

**28 U.S.C. § 2461. Mode of Recovery**

(a) Whenever a civil fine, penalty or pecuniary forfeiture is prescribed for the violation of an Act of Congress without specifying the mode of recovery or enforcement thereof, it may be recovered in a civil action.

(b) Unless otherwise provided by Act of Congress, whenever a forfeiture of property is prescribed as a penalty for violation of an Act of Congress and the seizure takes place on the high seas or on navigable waters within the admiralty and maritime jurisdiction of the United States, such forfeiture may be enforced by libel in admiralty but **in cases of seizures on land the forfeiture may be enforced by a proceeding by libel which shall conform as near as may be to proceedings in admiralty.**

2. The intent and purpose for filing my ORIGINAL COMPLAINT, which to date in fact has not been answered by any of the Defendants, and this REVISION thereto is to have this honorable Court rule as to matters of substance and constitutional violations which I believe negate the validity ab initio, with "notice given by me" at the alleged 04/03/2007 sale by THE JUDICIAL SALES CORPORATION, allegedly acting on behalf of ABN AMRO MORTGAGE GROUP, INC. (hereinafter ABN AMRO), of my abode - property commonly known as 772 Barnaby Place, Unit 94A, Wheeling, Illinois 60090 (hereinafter "the property") to CHICAGO TITLE & TRUST as successor trustee to LASALLE BANK LAND TRUST #130966, by an alleged agent of THE JUDICIAL SALES CORPORATION; which was an act done under Order of Default (wherein I am not listed as those in default) signed by Assoc. Judge Carolyn Quinn of the Circuit Court of Cook County, Illinois, County Department-Chancery Division, in Case No. 05 CH 19333 (hereinafter referred to as Cook County Case No. 05 CH 19333).

3. BE IT KNOWN, I, Violet Alberta Hooghkirk, occupy "the property" and, since the demise of my husband, Robert, have sole interest and possession therein, which causes me in this matter to be the aggrieved party in fact who will be irreparably injured where the alleged sale of "the property" is permitted to stand and the Sheriff is permitted to physically eject me from "the property" based thereon, as threatened by notice from the Sheriff's office.

4. I began to occupy "the property" in August of 1999 when I married Robert Hooghkirk (now deceased) who first purchased "the property" in January 1987 along with Doris Hooghkirk (his first wife, deceased) and executed a 30 year note with MSC MORTGAGE CORPORATION reflecting the sum of \$44,000 (sums hereinafter referred to as credit units for reasons shown below). Robert paid thereon \$390.20 from 1/1/1987 through 7/1/1999 (139 payments of  $\$390.20 = \$54,237.80$ ) when, after the demise of Doris, that matter was closed when he executed a 30 year note with CITY BANK in the sum of 65,000 credit units, of which 38,996.04 credit units were applied by CITY BANK to close the MSC MORTGAGE CORPORATION note of 44,000 credit units and 1,666.77 in credit units was charged off as settlement fees. Payments of \$437.92 per month were made on said note from August 1, 1999 through February 1, 2002 (31 payments of  $\$437.20 = \$13,575.51$ ; payments to which I was party). On 1/28/2002, Robert and I executed a 30 year note in the sum of 100,000 credit units with ABN AMRO, of which 64,014.92 credit units were applied to close the CITY BANK note of 65,000 credit units and 9,157.77 credit units were charged off as settlement fees. Between 3/1/2002 and 7/1/2005 payments of \$632.07 were made to the ABN AMRO note ( $41 \times \$632.07 = \$25,914.87$ ). This information was gleaned by me from documents in my possession, and the calculations are believed to be true and correct.

5. I believe MSC MORTGAGE CORPORATION, CITY BANK and ABN AMRO, in combination with a FEDERAL RESERVE BANK, another private Bank, because of there interlocking activity and practices and all being commercial entities in the banking credit business incorporated under the Laws of the United States and perhaps the State of Illinois, are in the Law and for all practical purposes to be treated as one and the same bank, hence will be hereinafter jointly referred to as the BANKS. This district court of the United States is asked to consider them as one absent absolute proof to the contrary.

6. The sums provided by the BANKS as alleged consideration (i.e., \$44,000, \$65,000, and \$100,000, much of which was extinguished by bookkeeping entries

as settlement and fees) had no intrinsic value as the money. These sums were created upon the BANKS books under standard banking practices; hence such alleged money or credit is referred to herein as credit units. I believe the creation of credit units upon the books of the BANKS constitutes the creation of fiat money by bookkeeping entries. The BANKS create it out of nothing. As it is understood, the banking industry is permitted to create transactions loaning credit units in a sum many times the sum of Federal Reserve Notes (paper currency; hereinafter FRNs) deposited into a bank by human beings. As I understand it, FRNs are printed by the U.S. Government and distributed through the FEDERAL RESERVE, a private entity, through its entities - Federal Reserve Banks. The cost of printing is the same no matter the denomination in dollars shown thereon. The FEDERAL RESERVE must deposit with the Treasurer of the United States a like amount of bonds as the notes printed. Thus not only the FRNs but the bonds securing them are without lawful consideration. The net result of the entire transaction is that the value of the FRNs obtained by Federal Reserve Banks is the cost of printing only. This causes the credit units created through bookkeeping entries by the BANKS as to "the property" to lack intrinsic value. Further, pursuant to 28 U.S.C. § 8, Federal Reserve notes and Federal Reserve banks notes, are within the term "**obligation or other security of the United States.**"

7. Judicial notice is to be taken that Article 1, Section 10 of the Constitution for the united States of America (the fundamental Law of the Land) makes the definitive statement: "No state shall make anything but gold and silver coin a tender in payment of debts." I have not found anywhere in the Constitution a delegation of power to the United States Government to negate this requirement, and the Tenth Amendment of the Constitution plainly states "**The powers not delegated to the United States ... are reserved to the states respectively or to the people.**" An Act of Congress in violation of the Constitution confers no rights or privileges. See 16 AM JUR 2d, Constitutional Law, §§ 177 through 179. This makes it clear that Laws enacted by Congress must be constitutionally compliant. As put in 16 AM JUR 20 #177, "**The construction of a statute**

which brings it in conflict with the constitution will nullify it ... an unconstitutional statute though having the form and name of a law is in reality no law, but is wholly void. ... Such a statute leaves the question that it purports to settle just as it would be had the statute not been enacted." The only possible conclusion from this is that Title 31 U.S.C. § 462, which attempts to make FRNs a legal tender for all debts, public and private, is unconstitutional and void as contrary to Article 1, Section 10 of the Constitution.

8. FRNs are obviously not gold or silver coin. Judicial notice is to be taken that gold or silver is the only Thing authorized by the Constitution to be used as "money" and is to be coined by the United States government. Initially FRNs (obligations of the United States) were declared to be redeemable in gold and silver. Upon removal of such offer to redeem, decades ago, FRNs were left with no intrinsic value and lost all semblance of constitutionally authorized money or legality to be use as such. 36 AM JUR on money says at § 9 **"When the inability of a bank to redeem its notes is openly avowed they instantly lose their character as money and their circulation as currency ceases."** Without intrinsic value FRNs are nothing but fiat money. This fact alone must cause a lack of intrinsic value as to the credit units created through bookkeeping entries by the BANKS as to "the property," In this matter. In addition, the sole consideration paid for FRNs backing the "dollars" shown on the BANKS notes and mortgage is the printing cost of the FRNs, which is inconsequential since the cost of printing FRNs is the same no matter its denomination, e.g., \$1 or \$1,000.

9. While FRNs have no intrinsic value in and of themselves, I believe when FRNs are derived from one's labor they must be considered as having value equal to money as labor is directly or indirectly the foundation for everyone's property, and ownership of property is a right that must be strictly protected against intrusion by governments and entities in the business of current banking practices. It is the exchange of labor (time and talent) for FRNs that gives the FRNs substance and value. My possession and interest to "the property" is not subject to any commercial trick via a promissory note being made part of the mortgage

transaction by the BANKS. Where there is no verified complaint of injury based upon the promissory note then injury is based upon an irrebuttable presumption—in violation of due process of law. The question also arises that such process has the result to compel me to specific performance to labor for the BANKS, and anyone who benefits thereby, against my will; a violation of the peonage laws (see 42 U.S.C. § 1994, 18 U.S.C. § 1581) and other civil rights laws. See also 18 U.S.C. § 1346, definition of “Scheme or artifice to defraud” in respect to 18 U.S.C. chapter 63, mail fraud statutes; and “what is peonage” at pages 242-243 of *Bailey v. Alabama*, 219 U.S. 219, which deals with the prohibited condition of involuntary servitude called “peonage” and the alteration of rules of evidence by State legislation.

10. Judicial notice is to be taken that under House Joint Resolution #192, mortgage creditors, like the BANKS, are on notice that obligations are to be discharged on a dollar for dollar basis. Thus, at best, the only possible obligation to the BANKS created by transactions with them entered into by me and/or my deceased husband, Robert, is to discharge the credit units extended. To compel more based upon a promissory note executed under economic compulsion<sup>1</sup> would result in compelling me to specific performance to labor for the BANKS and others (principals of or the BANKS and anyone else that benefits thereby) against my will since the discharge of the additional sums would necessarily come from my labor. Compelling a human being to labor for others against their will is a condition of involuntary servitude called “peonage.” Involuntary servitude is forbidden under the Thirteenth Amendment to the Constitution for the united States of America and violation of federally enacted laws.

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<sup>1</sup> “... The rule is not that ... the proof must be adequate to establish that the particular communications contained in a statement were voluntarily made, but it must be sufficient to establish that the making of the statement was voluntary; ... the accused was not involuntarily impelled to make a statement, when but for the improper influences he would have remained silent.” *Miranda v. Arizona*, 384 U.S. 436, 462 (1965). Execution of a Promissory Note is done under economic compulsion where made a requirement to enter into a transaction with the BANKS. Only where the BANKS can prove that a Promissory Note is required in all transactions for credit units might a court rule such requirement is compliant with equal protection under the law.

See 42 U.S.C. § 1994 and 18 U.S.C. § 1581, which are within the definition of "racketeering activity" in 18 U.S.C. § 1961.

"The words involuntary servitude have a 'larger meaning than slavery.' ... The plain intention was to abolish slavery of whatever name and form and all its badges and incidents; to render impossible any state of bondage; to make labor free, by prohibiting that control by which the **personal service of one man is** disposed of or **coerced for another's benefit** which is the essence of involuntary servitude."

Bailey v. Alabama, 219 U.S. 219, 241 (1910)

Human beings dealing with an entity providing credit units in a commercial transaction have the intangible right not to be deprived of honest services; which is addressed in 18 U.S.C. § 1346, placed within the mail fraud statutes in chapter 63 of 18 U.S.C. (§§ 1341-1347).

**18 U.S.C. § 1346. Definition of "scheme or artifice to defraud"**

For purposes of this chapter, the term "scheme or artifice to defraud" includes a scheme or artifice to deprive another of the intangible right of honest services. (Added Pub. L. 100-690, title VII, §7603(a), Nov. 18, 1988, 102 Stat. 4508.)

11. Based upon the foregoing, with the only medium of exchange available being FRNs and FRNs having no intrinsic value, the BANKS transactions with Robert and/or me conveyed no consideration; thus the credit units created by the BANKS through bookkeeping entries and used to support the Notes and Mortgage documents in the transactions shown in paragraph 4 above never had value and the BANKS could never in fact have any interest in "the property." With no consideration having been provided by the BANKS, their transactions with Robert and/or me are void ab initio as the obligations alleged to have been created are imperfect. On the other hand, every payment made to the BANKS in these transactions was a product of my labor or that of Robert (which inured to me upon his demise) and therefore had intrinsic value no matter the form in which such payments were made (e.g., by bank check, FRNs, electronic transfer, etc.).

12. I hereby declare that the transactions with the BANKS outlined in paragraph 4 above lacked validity from the beginning, and that Cook County Case No. 05 CH 19333 was in form "asking a bribe"; the intent of which is to have the

courts collude with the BANKS in a scheme or artifice to defraud me of "the property" under color of right and/or color of law.

**ASKING A BRIBE.** To constitute the crime of "asking a bribe," it is not necessary that the party solicited shall consent to give the bribe, or that there shall be a meeting of the minds, or mutual understanding or agreement between him and the party asking the bribe; it being sufficient if the latter is ready and willing to enter into the corrupt agreement. People v. Powell, 50 Cal.App. 436, 195 P. 456-458.

Black's Law Dictionary, Third Edition (not in Black's 4th, 5th, 6th, or 7th)

13. I further declare that the BANKS' documents as to "the property" qualify as "counterfeited securities" in that the makers have stated them to have been officially signed and sealed as valid claims of a duty, obligation or right of action owed by VIOLET A. HOOGHKIRK, presumed to be me, the human being Violet Alberta Hooghkirk whose name is only properly written in upper and lower case letters, and not in all capital letters as are fictional entities. Judicial notice is to be taken that, pursuant to *Title 18 USC § 4*, the commission of crimes is cognizable by a court of the United States and under *Title 18 USC §513* to wit:

"513(a) Whoever makes, utters or possesses a counterfeited security of a State or a political subdivision thereof or of an organization, or whoever makes, utters or possesses a forged security of a State or political subdivision thereof or of an organization, with intent to deceive another person, organization, or government shall be fined not more than \$250,000 or imprisoned not more than ten years, or both".

See also Sections 2311, 2314 and 2320 for additional fines and sanctions. Among the securities defined at 18 USC § 2311 is included "evidence of indebtedness" which, in a broad sense, may mean anything that is due and owing which would include a duty, obligation or right of action.

14. Article V of the Bill of Rights of the Constitution for the united States of America says that no person shall be "deprived of ... property, without due process of law..." Under the conditions presented in my ORIGINAL COMPLAINT and this REVISION thereto, the BANKS are in violation of constitutional mandates and restrictions as well as many federally enacted laws.



These are matters cognizable in this district court of the United States and justice would only be on record where the BANKS are held accountable thereto.

15. Without doubt courts of the United States are under a duty to address violations of the Constitution for the united States of America and laws enacted that are compliant thereto. In dealing with the constitutionality of a law, the Supreme Court said:

“... ‘Policy and humanity’ are dangerous guides in the discussion of a legal proposition. He who follows them far is apt to bring back the means of error and delusion. The prohibition contains no qualification, and we have no judicial authority to interpolate any. Our duty is simply to execute it.”

Edwards v. Kearzey, 96 U.S. 595, 604 (1877)

This makes clear that, under their oath of office, no judge or group of judges can logically rule against the Constitution or condone its violation, or the violation of any Amendment thereto (e.g., the Thirteenth Amendment) and that it is not the business of any judge in any way to consider the consequences which may result from their sworn duty to rule for the Constitution.

16. Based upon the FACT that the BANKS provided no consideration in the transactions outlined in paragraph 4 above, I hereby revoke my signature on all documents in the ABN AMRO transaction and DEMAND return of all sums paid thereon, whether as payments or as fees, and that ABN AMRO certify to me under oath in writing the cancellation of the Note and Mortgage and also make void by certification the Certificate of Sale regarding “the property” said in the REPORT OF SALE AND DISTRIBUTION to have been issued by THE JUDICIAL SALES CORPORATION on 04/03/2007 to CHICAGO TITLE & TRUST as successor trustee to LASALLE BANK LAND TRUST #130966, allegedly acting on behalf of ABN AMRO.

17. Duty of courts is to see that justice prevails, no matter the hardship it places upon the adverse party, and officers of the Court take an oath to adhere to uphold the mandates and restrictions of the Constitution. As put in Cooper v. Aaron, 358 U.S. 1, 18 (1958), “No state legislator or executive or judicial


**officer can war against the Constitution without violating his solemn oath to support it."**

WHEREFORE, absent ABN AMRO performing the acts put forth in paragraph 16 above within twenty (20) days of the filing of this REVISION TO COMPLAINT, justice would require judges to adhere to their oaths of office and impose upon ABN AMRO, its principals and legal representatives, a good faith standard of conduct in AMB AMRO commercial transactions by seeing that the Constitutional and contract issues put forth herein are addressed and that a full and comprehensive ruling is made by this Court as to all matters presented herein; i.e.:

- (a) that "gold and silver" is denominated in the Constitution as the "money" in this country and there is no constitutional authorization for the government to make anything but gold or silver the money of the United States of America or to print FRNs and circulate them as if they are money with a dollar value shown thereon through agreement or compact with the FEDERAL RESERVE, a private entity, without such acts being in direct conflict with Article I, Section 10 of the Constitution for the united States of America; and
- (b) that FRNS, declared by Congress in 28 U.S.C. § 8 to be obligations of the United States (government), lost all value when backing by gold or silver was removed; and
- (c) that in the transactions outlined in paragraph 4 above the BANKS merely created credit units through bookkeeping entries and conveyed nothing of intrinsic value to me and/or Robert in the process, therefore are null and void ab initio; and
- (d) that all sums paid to the BANKS by Robert and/or me shown in paragraph 4 above are rightfully due to me from ABN AMRO as sums induced through a scheme or artifice to defraud; and

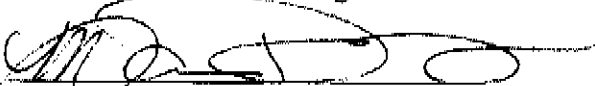
- (e) that the BANKS, having conveyed nothing of value, never had any interest to "the property", and the BANKS documents in the transactions outlined in paragraph 4 above are counterfeit securities in that they are used as alleged support to claim an interest to "the property" and my eviction therefrom; and
- (f) that ABN AMRO initiating the Cook County Case No. 05 CH 19333 action constitutes "asking a bribe" intending for me to be coerced into agreeing to relinquish possession of "the property"; and
- (g) that compelling me to relinquish possession of "the property" to which only I have interest and am the rightful owner notwithstanding having placed it into Barnway Trust, an entity created by me, would result in compelling me to specific performance to labor for ABN AMRO and others who benefit thereby; a prohibited condition of involuntary servitude called "peonage"; and
- (h) that the courts of the United States are under a duty to see that mandates of the Constitution are not violated no matter the social or political repercussions that might occur.

Respectfully submitted, with reservation of all rights, By the Seal of,

  
Violet Alberta Hooghliuk, Trustee,  
Secured Party - Creditor, Barnway Trust  
C/o 772 Barnaby Place  
Wheeling, Illinois [60090]  
Ph: 847-215-5244  
Bond # VAH040244 (Silver Surety Bond)  
Pre-Paid - Preferred Stock  
Priority - Exempt from Levy

**ACKNOWLEDGMENT**

SUBSCRIBED TO AND CERTIFIED before me this 8<sup>th</sup> day of February A. D. 2008, a Notary, that Violet A. Hooghkirk, Secured Party personally appeared and is known to me to be the women whose name subscribed to the within verified instrument and acknowledged to be the same.



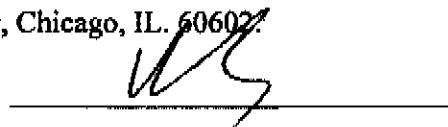
Notary Public in and for said State:

My Commission expires \_\_\_\_\_

SEAL:

**CERTIFICATE OF SERVICE**

I, hereby certify and declare under penalties of perjury as provided by law under the laws of the united States of America Title 28 USC 1746(1) that on the 8 day of Feb, 2008 A.D., ABN AMRO MORTGAGE GROUP INC., et al has been served with this MOTION FOR VACATION OF JUDGMENT with VERIFIED AMENDMENT TO ORIGINAL COMPLAINT by mailing an exact copy to (See Attached) List of parties at interest, Also, due to the notice of eviction sent from the office of the Sheriff, a copy of this document is being mailed this day to Sheriff Thomas J. Dart at the Richard J. Daley Center, Chicago, IL. 60602.



Cc: Robert McCallum of the, President's Corporate Fraud Task Force - DOJ  
 950 Pennsylvania Ave NW - Washington, D.C. 20530  
 Merri Jo Gillette - Regional Director - Securities and Exchange Commission (SEC)  
 Midwest Regional Office - 175 West Jackson Blvd Suite 900 - Chicago, Illinois 60604  
 Federal Trade Commission (FTC) CRC - 240, 600 Pennsylvania Avenue NW - Washington, D.C. 20580  
 Lisa Madigan, Attorney General - 500 S. Second St. - Springfield, Illinois 62706  
 Lisa Madigan - Attorney General - 100 W. Randolph Street, 12<sup>th</sup> Floor - Chicago, Illinois 60601  
 Patrick J. Fitzgerald, U. S. Department of Justice, United States Attorney, Northern- District of Illinois,  
 Federal Building 219 South Dearborn Street, Fifth Floor - Chicago, Illinois 60604  
 William G. Holland - Auditor General - 740 E. Ash Street - Springfield, Illinois 62703  
 J. Russell George - Treasury Inspector General for Tax Administration  
 1500 Pennsylvania Ave NW - Washington, D.C. 20224  
 Chief Information Officer - Treasury Data Integrity Board  
 1500 Pennsylvania Ave NW - Washington, D.C. 20224  
 Director - CSB/IRS SP Handling Office - 5000 Ellin Rd - Lanham, Maryland 20706  
 Chief Special Procedure Handling Office - IRS - P.O. Box 245 Bensalem, Pennsylvania 19020

Mr. Ken Papaj – Acting Commissioner of the Financial Management Service of the  
Department of the Treasury - 401 14<sup>th</sup> Street SW Room 548 - Washington, D.C. 20227  
Raymond R. Quirk, President/ Registered Agent-Chicago Title & Trust Company  
601 Riverside Ave – Jacksonville, Florida 32204  
Todd C. Johnson Same, Secretary/Registered Agent - Chicago Title & Trust Company  
601 Riverside Ave – Jacksonville, Florida 32204  
Dorothy Brown - Clerk of the Court/Richard J. Daley Center Floor 10 Room 1001-  
50 W. Washington St Chicago, Illinois 60602  
Richard Divine – States Attorney Floor 5 Room 500 Richard J. Daley Center  
50 West Washington Street - Chicago, Illinois 60602  
Timothy Evans – Chief Judge - Richard J. Daley Center/Clerk of the Circuit Court  
Floor 26 Room 2600 50 W. Washington Street Chicago, Illinois 60602  
Carolyn G. Quinn – Judge – Richard J. Daley Center/ Clerk of the Circuit Court – Room 2808  
50 W. Washington Street Chicago, Illinois 60602  
Thomas A. Roseillo Attn: Codilis & Associates, P.C. – Secretary/ Registered Agent – LaSalle Bank NA  
135 South LaSalle Street- Chicago, Illinois 60603  
Acting Deputy Council - Clerk of the Circuit Court/Richard J. Daley Center floor 10 Room 1003  
50 W. Washington St Chicago, Illinois  
Ronald Wade – Manager, Evictions Dept 6<sup>th</sup> Floor Rm 602 - Clerk of the Circuit Court  
50 West Washington Street-Chicago, Illinois 60602